



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

October 11, 2005

FACSIMILE
(213) 626-1812

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT FOR
MICROGRAPHIC SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Contract (Exhibit 1) with RCI Image Systems (RCI), to provide micrographic services to the Treasurer and Tax Collector (TTC) for a term of one (1) year, commencing on October 31, 2005, or upon the date of Board approval, whichever is later, with the first year's contract maximum not to exceed \$220,000.00;
2. Delegate authority to the Treasurer and Tax Collector to execute future amendments to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract; to increase the annual Contract Sum by no more than 25% annually to accommodate any unanticipated increase in workload, special projects, or new technology;
3. Delegate authority to the Treasurer and Tax Collector to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and add/or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Administrative Officer provided County Counsel approval is obtained prior to execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract for micrographic services expires on October 30, 2005. The proposed Contract with RCI will provide for the conversion of numerous reports and files to CD ROM (CD) from computer output files, which are produced by various departmental systems, including Public Health License, Personal Property Taxes, Secured Property Taxes, Unsecured Property Taxes, and Accounts Receivable systems. Many of these reports and files contain billing and property tax information. Master searchable CDs and copies will be produced for TTC and for distribution to other County departments. TTC is reimbursed from other County departments for their requested copies.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The Contract provides for ongoing contractual micrographic services, which supports mandated operations of the TTC.

FISCAL IMPACT/FINANCING

The maximum Contract amount for the first year is \$220,000.00. Funding to cover the costs of services incurred for TTC use has been included in the 2005-06 Adopted Budget, and will be included in the departmental budget requests for subsequent fiscal years. Costs incurred by TTC for copies requested by other County departments will be reimbursed by the requesting department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 31002, the Board is authorized to contract for reproduction services of County records.

The Contract contains the County's required provisions, including the requirement for the contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when Contract is within six (6) months from expiration of Term and when Contractor has reached seventy-five (75%) of the authorized Contract Sum. It has been determined that the services under this contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized knowledge and training required to perform the work.

The recommended Contract with RCI is for a term of one (1) year with four (4) one-year renewal options and six (6) month-to-month extensions, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The Contract expressly provides that the County has no obligation to pay RCI any amount that exceeds the maximum Contract Sum. Further, RCI will not be asked to perform services beyond the expiration date of the Contract or exceed the Contract Sum or scope of work. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contract with RCI has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

TTC released an Invitation for Bids (IFB) on August 4, 2005 to twenty-five (25) prospective bidders. The prospective bidders are listed in Attachment I, which consisted of TTC's bidder's list, vendors from the County's Office of Affirmative Action Compliance Community Business Enterprise Database, and Los Angeles County's online website of vendors, by commodity. In addition, a notice of the IFB was posted on the Los Angeles County Bid Website. A Mandatory Bidder's Conference was held Wednesday, August 10, 2005, with twelve (12) firms attending.

The IFB solicited bids from qualified micrographic services firms for the provision of micrographic services. Bids were received from four (4) firms in response to the IFB: Anacomp, MyInfoOnline.net (MyInfoOnline), Raycom Data Technologies (Raycom), and RCI Image Systems (RCI). The bid submitted by Raycom did not meet the IFB minimum requirements and was disqualified from further consideration.

The bid submitted by RCI was the most responsive and responsible and was the lowest cost bid. It met all of the minimum IFB requirements and was complete, detailed, and responsive to the IFB. The bid clearly demonstrated that RCI has a good understanding of the scope of work to be performed and the complexity of TTC's service requirements. RCI has verifiable experience providing micrographic services.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for RCI is included in Attachment II. RCI is not a certified Small Business Enterprise (SBE)/Community Based Enterprise (CBE). The recommendation of RCI is made without regard to race, creed or color. There are no provisions for Cost Of Living Adjustment (COLA) in the attached Contract. This is not a Proposition A Contract and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES

The current contract for micrographic services expires on October 30, 2005. The recommended contractor currently provides the required micrographics services, so there will be no disruption in service.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to TTC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Saladino", written over a horizontal line.

MARK J. SALADINO
Treasurer and Tax Collector

MJS:WMH

EVT:evt

Micrographic Svcs Board Ltr Final 9-23-05

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT I

ACS
Karlo Karaan
12691 Pala Drive
Garden Grove, CA 92841

Advanced Digital Technology, Inc.
Hilda Thomasson
3348 W. El Segundo Blvd.
Hawthorne, CA 90250

American Microlmaging
George Bandarian
1125 W. 6th Street #201
Los Angeles, CA 90017

Anacomp
Diane Kupp
13073 E. 166th Street, Suite B
Cerritos, CA 90703

ATI Inc.
John A. Knight
367 Sinclair-Frontage Road
Milpitas, CA 95035

Cal Docs
John Ermoian
1701 E. Edinger #A-6
Santa Ana, CA 92705

Clericorp
Rose Chow
6829 Lankershim Blvd.
North Hollywood, CA 91605

Columbus Microfilm Inc.
Angela Granata
1600 Universal Dr.
Columbus, OH 43207-1733

Cynrede, Inc.
Kevin Fitzgerald
23152 Verdugo Drive, Suite 108
Laguna Hills, CA 92653

Data Microlmaging Company
David J. Vernon
25101 Rye Canyon Loop
Valencia, CA 91355

Data Scan
Ashok Kohli
8308 Maynard Avenue
West Hills, CA 91304

Document Imaging Supply Co.
Evis Beaton
P.O. Box 806
Alta Loma, CA 91701

Doulames II, LTD DBA: Convert-A-
Doc
Stan Miner
41085 Elm St.
Murrieta, CA 92562

HTC Global Services, Inc.
James Joseph
3270 W. Big Beaver Road
Troy, MI 48084

Image Access West Inc.
John Cassidy
950 Gilman Street
Berkeley, CA 94710

Image Management Systems, Inc.
Jerold Moore
981 W. Rosecrans Ave.
Compton, CA 90222

Innoventure Technology Group
Fernando Vallanoweth
5150 Fair Oaks Blvd.
Carmichael, CA 95608

Knox Services, Inc.
Sarah Sandwell
2250 Fourth Ave., Suite 200
San Diego, CA 92101

Mahar International
Basheer A. Mahar
22102 Salcedo Street
Mission Viejo, CA 92691-1233

MyInfoOnline.net
Bob Duncan
2221 Palo Verde Ave., Suite 2G
Long Beach, CA 90815

Raycom Data Technologies, Inc.
Ayaz Pandhiani
1320 E. Imperial Ave.
El Segundo, CA 90245

RCI Image Systems
Vickie Corrales
1210 West Jon Street
Torrance, CA 90502-1208

Softfile
Rich Jenness
1600 Tribute Road
Sacramento, CA 95616

Wave Imaging Corp
Mehron Vaezi
1820 E. First Street, Suite 104
Santa Ana, CA 92705

Chris Masjedi, Esq.
10850 Wilshire Blvd., Ste 400
Los Angeles, CA 90024

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY BIDDERS
MICROGRAPHIC SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Anacomp		MyInfoOnline.net		Raycom Data Technologies		RCI Image Systems	
	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.
CULTURAL/ETHNIC COMPOSITION								
OWNERS/PARTNERS:								
Black/African American								
Hispanic/Latin American							100%	1
Asian American					100%	1		
American Indian/Alaskan								
All others			100%	2				
Women (included above)								
MANAGERS:								
Black/African American	2							
Hispanic/Latin American	4		1		2			
Asian American	2				1		1	
American Indian/Alaskan	2							
All others	130				1		2	
Women (included above)	30				1		3	
STAFF:								
Black/African American	68						1	
Hispanic/Latin American	44		4		3		1	
Asian American	81				1		8	
American Indian/Alaskan	4							
All others	473				3		1	
Women (included above)	195		1		2		6	
TOTAL NUMBER OF EMPLOYEES	810		7		12		15	
BUSINESS STRUCTURE	Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A		N/A		Yes Minority		N/A	

EXHIBIT 1



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RCI IMAGE SYSTEMS

FOR

MICROGRAPHIC SERVICES

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Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RCI IMAGE SYSTEMS
FOR
MICROGRAPHIC SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as County and RCI Image Systems, hereinafter referred to as Contractor. RCI Image Systems is located at 1210 West Jon Street, Torrance, CA 90502.

RECITALS

WHEREAS, this Contract is therefore authorized under California Government Code Section 31002 which authorizes the Board of Supervisors to contract for reproduction services of County records; and

WHEREAS, the contractor is a private firm specializing in providing Micrographic Services; and

WHEREAS, Contractor has submitted a bid to the Treasurer and Tax Collector (TTC) for provision of Micrographic Services and based upon competitive sealed bidding, Contractor was the lowest, most responsible bidder, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Board of Supervisors has authorized the TTC to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed/Designed by Contractor Forms

- 1.10 EXHIBIT J - Forms Required at Completion of Contracts Involving
Intellectual Property Developed/Designed by Contractor

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A - Statement of Work.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing October 31, 2005 and after execution by County's Board of Supervisors, or unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend the Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Treasurer and Tax Collector.
- 4.3 Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum Contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for the provision of the Services specified herein in accordance with Exhibit B - Pricing Schedule, and shall not exceed \$220,000 for the first year of this Contract.
- On an annual basis, a predetermined amount to be allocated for Special Projects.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- Each invoice shall reflect separate summary charges for TTC, and each applicable County Department for the required Compact Disk (CD) originals and copies. In addition, each invoice shall include a separate detail summary by job number for TTC, and each County Department in a format to be provided by TTC.

- In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Treasurer and Tax Collector
500 West Temple Street
Fiscal Services – Accounts Payable, Room 464
Los Angeles, California 90012

5.5.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.5.7 Invoice Discrepancies: TTC's Contract Administrator will review all invoices and report in writing any discrepancies to Contractor within fifteen (15) business days. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within fifteen (15) business days of receipt of TTC's Contract Administrator's written report. If TTC's Contract Administrator does not receive a written explanation from Contractor within the fifteen (15) business day period, it shall be implied that Contractor is not disputing the charges. TTC, at its sole discretion, shall determine if payment will be made based upon written explanation.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Contract Manager

The responsibilities of the County's Contract Manager include:

- meeting with Contractor's Contract Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.1.2 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and

shall coordinate with County's Contract Manager and Contract Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.3 Background and Security Investigations

7.3.1 All Contractor employees performing work under this Contract may be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks may be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

7.3.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.

7.3.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.

- 7.3.3 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.
- 7.3.4 Disqualification, if any, of Contractor employees, pursuant to this Subparagraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.3.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.3 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Paragraph 7.0, Administration of Contract - Contractor of this Contract.

7.4 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the

prior written consent of the Treasurer and Tax Collector. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at TTC's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without TTC's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the Work, Term, or Contract Sum or payments. All such

changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Contract Administrator.

- 8.4.2 For any change which affects the Work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Treasurer and Tax Collector.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.4.4 The Treasurer and Tax Collector may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.4.5 For any change which affects the Term of Contract or Contract Sum included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of Supervisors, except that the Treasurer and Tax Collector is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed twenty - five (25%) of the total Contract Sum for a particular Contract year based on unanticipated increase in work volume, special projects or costs of new technology proven to enhance services provided to TTC. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the Contractor shall provide TTC with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 TTC will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If TTC requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to TTC for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or

subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its

sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to

comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at: <http://www.ladpss.org/dpss/gainservices/default.cfm>

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The

Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from

the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has

become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile)

transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the

Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.4 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector

Contracts Section

500 West Temple Street, Room 464

Los Angeles, California 90012

Attn.: Contract Manager

fifteen (15) business days prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at

its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Treasurer and Tax Collector, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Treasurer and Tax Collector determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Treasurer and Tax Collector may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices

Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Manager and/or County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager or County Contract Administrator is not able to resolve the dispute, the Treasurer and Tax Collector, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Treasurer and Tax Collector shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid

(IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.37.4 **Financial Statements:** Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Treasurer and Tax Collector – Contracts Section
500 West Temple Street, Room 464
Los Angeles, California, 90012
e-mail address:ttccontr@co.la.ca.us
fax # (213) 687-4857

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work

hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may

deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an

intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor;
or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and

are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 USE OF COUNTY SEAL AND TTC'S LOGO

Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

8.51 NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of micrographic services may change and improve during the term of this Contract. County desires the flexibility to incorporate into micrographic services any new technologies as they may become available. Accordingly, Contractor's Contract Manager shall, promptly upon discovery and on a continuing basis, apprise County's Contract Administrator of all new technologies, methodologies and techniques which Contractor considers to be applicable to Micrographic Services. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into micrographic services, and provide an estimate of the impact such incorporation will have on the performance and price of providing micrographic services. County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies,

methodologies and techniques pursuant to the provisions of this Contract, Paragraph 8.0, Standard Terms and Condition, Subparagraph 8.4, Change Notices and Amendments.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract County will not be obligated to Contractor in any way under Sub-paragraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Sub-paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.3.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that he or she is authorized to bind the Contract.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____
Chair, Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

Tax ID _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Principal Deputy County Counsel

**CONTRACT FOR
MICROGRAPHIC SERVICES**

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**STATEMENT OF WORK (SOW)
MICROGRAPHIC SERVICES****1.0 SCOPE OF WORK**

The required Micrographic Services entails the conversion of numerous reports, files, file formats, computer output microfiche tapes (COM tapes), computer output file transfer protocol (FTP) files, microfiche, and hard copy documents to searchable CD ROM (CD). The above-mentioned items may be produced by various departmental systems, including, but not limited to: Public Health, Personal Property Taxes, Secured Property Taxes, and Accounts Receivable systems. Contractor shall create a master CD and as directed by TTC, original microfiche, with multiple copies of specific jobs for distribution in-house and to various County Departments.

2.0 SECURITY

Contractor shall assure that no TTC COM tape files, FTP files, Master CDs, original microfiche, templates/custom form overlays (overlays), original hard copy documents, or other document media in its possession is lost, mutilated or altered in any manner, or removed from Contractor's custody. Contractor agrees to use all reasonable security procedures necessary to protect the data in its possession related to Services provided under this Contract from disclosure and loss or damage by any cause, including fire, theft or other catastrophe. Templates/overlays shall remain the property of TTC. However, Contractor shall retain templates/overlays for the duration of the Contract and at end of the Contract term, the templates/overlays shall be returned to TTC.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Monitor for review five (5) business days after Contract award and as changes occur. The plan shall include, but may not be limited to the following:

- 3.1 An inspection system covering the Services listed on the "Technical Exhibit - Performance Requirements Summary", at the end of this Exhibit A. It must specify the activities to be monitored by Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 3.2 Method of monitoring to ensure that Contract requirements are being met.

- 3.3 The methods used by Contractor to identify and prevent deficiencies in the quality of Service performed before the level of performance becomes unacceptable.
- 3.4 An emergency plan that covers the method for continuing to provide Services to the TTC in the event of an emergency that disrupts Contractor's operations.
- 3.5 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall meet with the County Contract Manager as often as necessary, as determined by the County Contract Administrator. Failure to attend will cause an assessment of fifty dollars (\$50.00) per occurrence.

4.2 Contract Discrepancy Report (*Technical Exhibit 1*)

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten (10) workdays.

4.3 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than TTC's Contract Manager, may from time to time observe Contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

5.0 DEFINITIONS

5.1 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

5.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

5.3 Contractor's Contract Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.4 County: County of Los Angeles

5.5 County's Contract Administrator: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Contract Manager.

5.6 County's Contract Manager: Person designated by County's Contract Administrator to manage the operations under this Contract.

5.7 County's Contract Monitor: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

5.8 Day(s): Calendar day(s) unless otherwise specified.

5.9 Performance Requirements Summary (PRS): Identifies the key performance indicators of the Contract that will be evaluated by the County to assure Contractor meets Contract performance standards.

5.10 Quality Control Plan: All necessary measures taken by Contractor to ensure that the quality of service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Statement of Work.

5.11 Searchable CD: The ability to view, navigate, and seek selected data fields on a CD, which may include an index. The searchable criteria will be specified by TTC for each job request. The CD shall have imbedded

software, e.g., MaxViewer or comparable software that can be loaded and accessed from any County owned computer. Searchable elements/fields may include items such as: name, address, parcel number, sequence number, etc.

5.12 Template/Custom Form Overlay: The specific format and layout of data for each job request, i.e., a blank form to be populated with supplied data from sources, such as: Com/FTP files/microfiche/hard copy documents. A one time development for each job.

5.13 User Complaint Forms and Contract Discrepancy Reports: Documents used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance, corrective action taken, and plans to prevent recurrence by Contractor; and to record action taken by the TTC as a result of its evaluation of Contractor's response.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

CONTRACTOR

6.2 Contract Manager

6.2.1 Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager during normal work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with TTC personnel designated to discuss the operation of the contract. In the event Contract Manager

is not available the alternate shall be available to act on behalf of the Contract Manager.

6.2.2 Contract Manager shall act as a central point of contact with the County. Contract Manager must have at least five (5) years of previous experience in the management of work requirements for micrographic services.

6.2.3 Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.5 Training

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service the next business morning.

6.7 Templates/Custom Form Overlays

Contractor shall develop templates/custom form overlays (overlays) to meet the specific requirements for each job and retain them for the duration of the

Contract and at end of the Contract term, the templates/overlays shall be returned to TTC.

7.0 HOURS/DAY OF WORK

Contractor is to provide Micrographic Services Monday through Friday, between the hours of 8:00a.m to 5:00p.m. (Pacific Time) and as needed services pre-approved by County Contract Administrator. Contractor is not required to work on County recognized holidays; following is a list of County-recognized holidays.

HOLIDAYS

The following are the usual County observed holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

8.0 WORKLOAD

8.1 Attachment 1, "CD Production", of this Exhibit A describes by Job ID, the required jobs, their frequency, the number of copies, and specific distribution of the CDs. These are historical workload statistics and the actual volume may fluctuate from month to month, as the need for these services may change.

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Contractor shall provide all necessary CD and microfiche (CD/microfiche) conversion equipment, CDs, microfiche and supplies necessary for CD production. The required COM tape files, FTP files, print tape files, or other source media will be supplied by TTC with external labels affixed and instructions for marking the CDs/microfiche and bundles or packages. FTP files will be supplied by TTC and will include the appropriate file/job name.

9.2 Prior to initiating production, Contractor must complete a testing period to ensure that the standards of the Contract can be met. TTC shall provide to Contractor, during testing, the specific instructions for producing the CDs and labeling each bundle or package. Contractor shall work with TTC staff

- to insure that COM tapes and FTP files, and their respective programming labels are compatible for tracking purposes.
- 9.3 If COM/FTP files/microfiche errors or unreadable COM/FTP files/microfiche are encountered during processing by Contractor, TTC Systems Division must be notified within 12 hours after Contractor determines that the COM/FTP files/microfiche are unable to be processed. If an error is encountered during a weekend or holiday, Contractor must notify TTC Systems Division by 10:00 a.m. on the next business day. The TTC Systems Division contact person for this reporting is the County Contract Manager or designee. TTC will create another original COM tape or FTP file and provide it to Contractor.
- 9.4 Contractor will be required to deliver the CDs/microfiche to TTC within forty-eight (48) hours of receipt of the new COM tape file or FTP file. Contractor shall complete the COM/FTP file/microfiche conversion to CDs of all job assignments and deliver the required number of originals and copies to TTC according to the provisions of Paragraph 11.0, (Pickup and Delivery), and Paragraph 13.0 (Additional Processing and Turnaround Time), shown below.
- 9.5 The CD originals and copies must be readable and the printed data must be sharp and clear. The labels of each CD and the visible title line of microfiche originals and copies must be easily readable, as determined by the TTC Contract Manager.
- 9.6 CDs/microfiche of unsatisfactory quality must be corrected and reprocessed at the expense of Contractor within forty-eight (48) hours after the problem is identified and Contractor has been notified by TTC. Contractor shall correct at no charge to TTC any and all errors attributable to Contractor.
- 9.7 Each CD will be enclosed in its own case at no additional fee. Each CD will be appropriately labeled and each case will be appropriately labeled on the spine and face at no additional cost to TTC.
- 9.8 Each CD will include the appropriate program(s), e.g., MaxViewer or comparable software, compatible with County owned computers to search and view the information on each CD and the program will be accessible by an executable file. The cost of the program and the licensing fee for these stand-alone CDs is included in the cost of CD production. Contractor will provide pre-printed instructions on the use of the program and will place no restrictions on TTC sharing these instructions with CD users.

- 9.9 Contractor will maintain each master CD for the duration of the Contract at no charge to TTC. At the end of Contract Term, Contractor shall deliver all master CDs to TTC.
- 9.10 Contractor will respond to TTC telephone inquiries from County Contract Manager or designee, in reference to CD questions/problems.
- 9.11 Contractor will create templates/custom form overlays for each job. These templates/overlays are at a one-time-only cost as shown on Exhibit B, Pricing Schedule. Templates/overlays shall remain the property of TTC. However, Contractor shall retain templates/overlays for the duration of the Contract and at end of the Contract term; the templates/overlays shall be returned to TTC.

10.0 SPECIAL PROJECTS

On an as needed basis, the TTC may request specialized projects, i.e., hard copy document and/or microfiche conversion to searchable CD and possible microfiche production. The fee for these special projects shall be negotiated between TTC and Contractor upon submission of Contractor's cost proposal to provide the designated service. Special Projects shall commence upon Contract Administrator or designee's written approval to the Contractor. These special projects shall be subject to the terms and conditions set forth in this Exhibit A, SOW, with any exceptions or additional terms set forth in writing by the TTC. The written approval for any and all special projects shall become part of the Contract.

11.0 PICK- UP AND DELIVERY

11.1 Contractor shall be responsible for pickup of all media for production, the delivery of all used/processed media, and delivery of all processed CDs/microfiche covered under this Contract. The regular schedule for CD/microfiche production will be the following:

- Pickup of COM tape files and delivery of all used processed tapes on Monday through Friday between 7:00 a.m. and 5:00 p.m. and on Saturday between 10:00 a.m. and noon, at:

Los Angeles County Internal Services Department (ISD)
Tape Library
9150 East Imperial Highway
Downey, CA. 90242

- Pickup of microfiche and/or hard copy documents will be Monday through Friday, between 8:00 a.m. and 5:00 p.m., at:

Treasurer and Tax Collector
Systems Division
500 West Temple Street, Room 409

Los Angeles, CA 90012

Upon completion of the specific work, Contractor shall return to TTC the microfiche and/or hard copy documents utilized for the specified work.

- Delivery of processed CDs/microfiche shall be Monday through Friday, between 8:00 a.m. and 5:00 p.m. to:

Treasurer and Tax Collector
Systems Division
500 West Temple Street, Room 409
Los Angeles, CA 90012

11.2 If the regular pickup-delivery day falls on a County holiday, it will be rescheduled to the following business day. TTC will provide Contractor with a list of County holidays prior to commencement of the Contract.

11.3 Contractor shall process all COM tape files and/or FTP files received from TTC and deliver the CDs/microfiche within forty-eight (48) hours on business days after pickup, including the COM tape files picked up on Saturdays. Refer to this Exhibit A, SOW, Paragraph 13.0, Additional Processing and Turnaround Time, for jobs in excess of 50 originals.

12.0 FTP ACKNOWLEDGEMENT, TRANSMITTALS, AND PACKING SLIPS

12.1 Contractor shall acknowledge receipt of the FTP file via an email to Contract Manager or designee stating such.

12.2 A transmittal form will accompany COM tape files available for pickup. ISD's representative and Contractor's representative will sign the transmittal form, the latter shall receive the original, and the ISD representative shall retain the copy.

12.3 Contractor shall bundle or package the required CDs/microfiche copies separately for TTC, Auditor-Controller, Assessor, or other designated County Departments . Each individual bundle or package shall be accompanied by its own packing slip. Delivery of CDs/microfiche originals and copies will be accompanied by a packing slip. The County Contract Manager or designee will sign; date and time stamp the packing slip, retain the original and provide a copy to Contractor's representative.

13.0 ADDITIONAL PROCESSING AND TURNAROUND TIME

From time to time the volume of CDs/microfiche to be produced may increase (in excess of 50 originals and in excess of 100 copies.) The TTC shall notify Contractor in writing of such change in volume. Contractor shall provide additional production services for such peak periods. Contractor may process any increased volume of

production on a flow basis with a completion time not to exceed ten (10) business days after pickup of the COM tapes and/or receipt of FTP files.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and this Exhibit A, SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this Exhibit A, SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and this Exhibit A, SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this Exhibit A, SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

**Treasurer and Tax Collector
Micrographics Services
CD Production**

JOB ID	# of Pages	Frequency	# of CDs per Job	# of DUPLICATE COPIES				Total # Of Copies per Job	Description
				TTC	Assessor	Auditor	Other		
BUPH75	64	As Needed	1	11	0	0	5	16	PH Delinquent Reg - Bus Code
CARSPURGE	61,892	Annual	1	8	0	0	0	8	CARRS Purge
DSPH75	64	As Needed	1	11	0	0	5	16	PH Delinquent Reg - Dist Code
LA730A	559,223	Annual	1	5	0	0	0	5	Information Bill
LA730B		Annual	3	2	0	0	0	2	Annual 500 Accounts
LA785E	1,724,188	Annual	1	2	0	0	0	2	Annual Exception Bills
LA785P		Annual	1	2	0	0	0	2	Annual Public Utility Bills
LA785S		Annual	6	23	0	0	0	23	Annual Tax Bill
LABIL2A	700	Weekly	1	2	0	0	0	2	Adjusted Bill
LABIL2B	4,000	Weekly	1	2	0	0	0	2	Supplemental Bill
LABIL2C		Weekly		2	0	0	0	2	Adjusted Supplemental Bills
LACT020	11,475	Annual	1	3	0	0	0	3	Unsecured Delinquent Roll
LAPH150	7,748	Annual	1	3	0	0	0	3	Apartment Lien
LAPH25	300	As needed	1				9	9	Cert of Liens Xreferences
LAPH27	48	Weekly	1	11	0	0	5	16	PH Name & Address Billing Register
LAPH41	36,137	wk/wk1	1	15	0	0	44/8	59/23	Public Health Business Index
LAPH48	1,342	Annual	1	11	0	0	34	45	PH Out of Business Rep
LAPH55	9,245	Annual	1	11	0	0	34	45	PH Billing Register
LAPH65	63	Weekly	1	11	0	0	5	16	PH Name & Address Billing Register
LAQ740	855	Annual	1	2	0	0	0	2	Annual Multiple Bills
LAQ760	125,567	Quarterly	2	7	5	1	2	15	Substitute Bill Information
LAQ770	14,000	Weekly	1	3	0	0	0	3	Substitute Bill List
LATE81	492	Annual	1	11	60	0	5	76	Secured Public Utility
LATE82	7,474	Annual	1	11	60	0	5	76	Secured Cross Reference
LATE83	636,922	Annual	3	11	60	0	5	76	Secured Tax Roll
LATN40	16,660	Annual	1	21	60	0	7	88	Secured Name Index
LATN85	39,913	Annual	1	21	19	0	7	47	Secured Street Index
LATO18	114,210	Annual	1	25	7	0	0	32	Abstract for the Secured Delinquent Tax Roll

**Treasurer and Tax Collector
Micrographics Services
CD Production**

JOB ID	# of Pages	Frequency	# of CDs per Job	# of DUPLICATE COPIES				Total # Of Copies per Job	Description
				TTC	Assessor	Auditor	Other		
LAUD17	500	Wkly(Mar-Jun)	1	27	58	4	0	89	Secured Accumulated Payment List
LAUD67	2,230	Weekly	1	27	42	5	0	74	Secured Accumulated Payment List
LAUE03	6,000	Wkly (Mar-Jul)	1	27	31	4	1	63	Unsecured Partial Tax Roll
LAUE07	9,000	Wkly (Mar-Jul)	1	27	58	4	1	90	Unsecured Name Index
LAUE14	1,942	Wkly (Mar-Jul)	1	27	58	4	1	90	Unsecured Street Index
LAUE23	48,103	Annual	1	27	60	0	38	125	Unsecured Tax Roll
LAUE57	880	BMo (Sep-Jul)	1	27	55	5	1	88	Unsecured Name Index Adds
LAUE64	169	Mo (Sep-Jul)	1	27	55	5	1	88	Unsecured Street Index Adds
LAUE77	1,437	BMo (Aug-Jul)	1	27	42	4	3	76	Unsecured Tax - Roll Adds
LAUE84	6,642	Annual	1	27	52	0	0	79	Unsecured Street Index Final
LAUE87	13,738	Annual	1	27	52	0	0	79	Unsecured Name Index Final
LAUM04	7,900	Annual	2	3	0	0	0	3	Unsecured Delinquent Roll
TRPPIR09	10,000	Annual	2	8	0	0	0	8	Purged Released Refund Report

PRICING SCHEDULE

PRICING SCHEDULEPART 1 : SEARCHABLE CD PRODUCTION SERVICES:

<u>Service</u>	<u>Unit</u>	<u>Unit Price</u>
CD Production	Each Master w/case	\$ 60.77
CD Production	Each Copy w/case	\$ 4.00
Develop Template/Custom Form Overlay	Each	\$ N/C
Pickup & Delivery (Please indicate "N/C" if no charge)	Per Trip	\$ N/C

Sales Tax: 8.25%

Which Items Are Taxable? All

Cash Discount: 4% for Payment in 30 Days.

PRICING SCHEDULE**INFORMATIONAL USE ONLY**

PART 2: SPECIAL PROJECTS: (e.g., hard copy document and microfiche conversion to searchable CD)

SEARCHABLE CD:

<u>Service</u>	<u>Unit</u>	<u>Unit Price</u>
Hard copy document conversion to searchable CD	Each Master w/case	\$ 1,350.00*
Hard copy document conversion to searchable CD	Each Copy w/case	\$ 10.00
Develop Template/Custom Form Overlay	Each	\$ 200.00
Pickup & Delivery (Please indicate "N/C" if no charge)	Per Trip	\$ N/C

Sales Tax: 8.25%

Which Items Are Taxable? All

Cash Discount: 4% for Payment in 30 Days.

NON-SEARCHABLE CD:

<u>Service</u>	<u>Unit</u>	<u>Unit Price</u>
Hard copy document conversion to CD	Each Master w/case	\$ 900.00*
Hard copy document conversion to CD	Each Copy w/case	\$ 10.00
Develop Template/Custom Form Overlay	Each	\$ 200.00
Pickup & Delivery (Please indicate "N/C" if no charge)	Per Trip	\$ N/C

Sales Tax: 8.25%

Which Items Are Taxable? All

Cash Discount: 4% for Payment in 30 Days.

*Based on 15,000 pages per CD

PRICING SCHEDULE**INFORMATIONAL USE ONLY****SEARCHABLE CD:**

<u>Service</u>	<u>Unit</u>	<u>Unit Price</u>
Microfiche conversion to searchable CD	Each Master w/case	\$ 1,069.20*
Microfiche conversion to searchable CD	Each Copy w/case	\$ 10.00
Develop Template/Custom Form Overlay	Each	\$ 200.00
Pickup & Delivery (Please indicate "N/C" if no charge)	Per Trip	\$ N/C

Sales Tax: 8.25%

Which Items Are Taxable? All

Cash Discount: 4% for Payment in 30 Days.

NON-SEARCHABLE CD:

<u>Service</u>	<u>Unit</u>	<u>Unit Price</u>
Microfiche conversion to CD	Each Master w/case	\$ 777.60*
Microfiche conversion to CD	Each Copy w/case	\$ 10.00
Template/Custom Form Overlay	Each	\$ 200.00
Pickup & Delivery (Please indicate "N/C" if no charge)	Per Trip	\$ N/C

Sales Tax: 8.25%

Which Items Are Taxable? All

Cash Discount: 4% for Payment in 30 Days.

*Based on 36 microfiche per CD

EXHIBIT C

TECHNICAL EXHIBITS

**EXHIBIT C
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

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2 PERFORMANCE REQUIREMENTS SUMMARY CHART	2

**TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2
MICROGRAPHIC SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 2.0, Security, Maintain security of COM Tapes, FTP files, etc.	Assure that no TTC Com tape files, FTP files, etc. are lost, mutilated or altered in any manner.	Inspection & Observation	Actual costs associated with recreation of the data on another COM tape, FTP file, or applicable media.
SOW: Paragraph 2.0, Security, Maintain security of master CDs, original microfiche, and hard copy documents.	Utilization of all reasonable security procedures necessary to protect data.	Inspection & Observation	Actual computer costs associated with recreation of the data on another master CD/original microfiche, or other media.
SOW: Paragraph 9.0, Specific Work Requirements, Subparagraph 9.6, Maintain quality of CDs/microfiche and correct quality deficiencies.	Correction and re-processing within 48 hours notice from TTC.	Inspection & Observation, user complaints	5% reduction of Contractor's charges for work performed in which the quality of the CDs/microfiche did not meet the standards and was not corrected and reprocessed within 48 hours of notice from TTC.
SOW: Paragraph 11.0, Pick Up and Delivery, Compliance with pick up and delivery schedules for all media processed.	Contractor shall be responsible for pickup and delivery of all media, i.e., COM tapes, hard copy documents, microfiche, etc.	Inspection & Observation, user Complaints	If delivery is made before 9:00 a.m. on the next business day after the CDs/microfiche were to be delivered, TTC will be credited with 25% of the charges for the late CDs/microfiche. If delivery is made thereafter, TTC will be credited 50% of the charges for the late CDs/microfiche.
SOW: Paragraph 12.0, FTP Acknowledgement, Transmittals, and Packing Slips.	Contractor shall provide applicable acknowledgement, transmittal, or packing slip.	Inspection & Observation, user Complaints	\$50 per occurrence
SOW: Sub-paragraph 4.1, Meetings	Contractor's representative to attend scheduled meetings.	Attendance	\$50 per occurrence

TECHNICAL EXHIBIT 2
MICROGRAPHIC SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 3.0, Quality Control	A written Quality Control Plan must be maintained and provided as required.	Receipt and review of Plan	\$50 per each day late. \$100 if Plan is incomplete.
Contract: Paragraph 7.0 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.0, Contract Manager	Notify TTC of changes, with resume, within 5 business days.	Complaints	\$50 per day that notification is late.
Contract: Paragraph 7.3, Background and Security Investigation	Employee Background Checks	Complaints, spot checks of assigned personnel.	\$500 per incident of noncompliance.
Contract: Paragraphs 8.23 and 8.24, Insurance	Maintain required insurance policies.	Receipt and review of insurance information.	\$100 per day late; Contract termination at TTC's option.
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	\$50 per occurrence; \$500 per occurrence if not recovered within 48 hours.
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement, Subparagraph 8.37.4.	Provide required financial statements according to schedule.	Review of reports	\$50 per each day that report is late.
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of contract.

CONTRACTOR'S EEO CERTIFICATION

RCI Image Systems

Contractor Name

1210 West Jon Street, Torrance, CA 90502

Address

95-2676207

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Vickie Corrales, V. P. Marketing/Sales

Authorized Official's Printed Name and Title

Authorized Official's Signature

8-19-2005

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:

Name: Lourdes Guerrero
Title: Information Systems Manager II
Address: 500 West Temple St., Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
E-Mail Address: lguerrero@co.la.ca.us

COUNTY CONTRACT MANAGER:

Name: Cecelia Buys
Title: Information Systems Manager I
Address: 500 West Temple St., Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7677
Facsimile: (213) 217-4974
E-Mail Address: cbuys@co.la.ca.us

COUNTY CONTRACT MONITOR:

Name: Trudy Logan
Title: Information Systems Supervisor II
Address: 500 West Temple St., Room 409
Los Angeles, CA 90012
Telephone: (213) 974-8113
Facsimile: (213) 217-4974
E-Mail Address: tlogan@co.la.ca.us

CONTRACTOR'S ADMINISTRATION

RCI Image Systems
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: Vickie Corrales
Title: V.P. Marketing/Sales
Address: 1210 West Jon Street
Torrance, CA 90502
Telephone: (310) 965-0371 ext. 18
Facsimile: (310) 965-0085
E-Mail Address: vickie@rcimaging.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Vickie Corrales
Title: V.P. Marketing/Sales
Address: 1210 West Jon Street
Torrance, CA 90502
Telephone: (310) 965-0371 ext. 18
Facsimile: (310) 965-0085
E-Mail Address: vickie@rcimaging.com

Name: Richard Corrales
Title: President
Address: 1210 West Jon Street
Torrance, CA 90502
Telephone: (310) 965-0371 ext. 18
Facsimile: (310) 965-0085
E-Mail Address: N/A

Notices to Contractor shall be sent to the following address:

Address: 1210 West Jon Street, Torrance, CA 90502
Telephone: (310) 965-0371 ext. 18
Facsimile: (310) 965-0085
E-Mail Address: vickie@rcimaging.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**CONTRACT FOR
MICROGRAPHIC SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
MICROGRAPHIC SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**
*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saerz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

**FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF
THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.**

- J1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- J3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To Be Completed By County and attached to J1 and/or J2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC